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03/01/2022 10:23 AM Pages: 1 of 51 Fees: \$457.00  
Skagit County Auditor

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Dena Thompson  
DATE 3-1-22

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT (“Agreement”) is made as of the 1<sup>st</sup> day of March (“Effective Date”), by and between Marvin D. Portis and Jeanette M. Portis husband and wife and Kenny L. Portis, as his own separate estate (“Grantor”) and Marvin D. Portis and Jeanette M. Portis, husband and wife, and Kenny L. Portis, as his separate estate. (“Grantee”)

RECITALS

WHEREAS, Grantor is the owner of that certain property (“Property”) located in the City of Anacortes, and County of Skagit, in the State of Washington, having a street address of 7006 Sunrise Estate Drive is more particularly described on Exhibit A attached hereto.

SE NE 18/34/02 340218-1-003-0003

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Grantor does hereby acknowledge and grant Grantee full discharge and acquittance therefor, Grantor and Grantee agree to the following:

1. Grant of Easement.

(a) Grantor grants, bargains, sells, transfers and conveys to Grantee:

(i) an exclusive easement in, to, under and over the portion of the Property substantially as shown and/or described on Exhibit B-1 (“Communication Easement”) for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates, generators and related facilities (collectively, “Facilities”) and any related activities and uses including those necessary for Grantee to comply with its obligations under the agreements listed on Exhibit C (“Existing Agreements”) together with the right to enter the Property and access the Easements described below, without notice to Grantor, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and

(ii) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and/or described on Exhibit B-2 (“Access and Utility Easements,” Communication Easement and Access and Utility Easements, collectively “Easements”) for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Grantor under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Grantor conveys, transfers and assigns to Grantee, as of the Effective Date, all of its right, title and interest, if any, in, to and under the Existing Agreements, including without limitation, all rents, security deposits and other monies due the Grantor specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Grantee of all rents and other monies due the Grantor pursuant to the Existing Agreements. Grantee assumes the obligations and liabilities of Grantor under the Existing Agreements only to the extent that such obligations and liabilities (i) are not the responsibility of the Grantor pursuant to the terms of this Agreement; and (ii) accrue on or after the Effective Date.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, Grantee shall have the right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of Grantee and/or Grantee's present or future lessees or licensees (collectively, "Customers").

4. Term. This Agreement and the Easements shall be perpetual commencing on the Effective Date. Notwithstanding the foregoing, in the event Grantee and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed surrendered. Grantee may surrender the Easements for any reason or at any time by giving thirty (30) days' notice to Grantor. Upon surrender, this Agreement shall be terminated, and Grantee and Grantor shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Grantor.

5. Improvements; Utilities. Grantee and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Grantee and its Customers, as applicable, and Grantor shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Grantor agrees to cooperate (at no cost to Grantor) with Grantee and to act reasonably and in good faith in granting Grantee the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Grantor shall, upon Grantee's request, execute and record a separate written easement with Grantee or with the utility company providing the utility service to reflect such right. Grantor hereby irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power of substitution and resubstituting, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Grantee and as necessary to comply with applicable laws, statutes or regulations.

6. Power of Attorney. Grantor hereby irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power of substitution and resubstituting to: (I) negotiate and consummate leases, licenses and/or other agreements of use within the Easements with Customers, having a duration beyond the term of this Agreement, (ii) to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Grantee and/or its Customers, (iii) execute any and all necessary documentation to comply with applicable laws, statutes or regulations, (iv) and to sign and consent to any agreement required by Customers so long as such consent does not increase Grantor's obligations in any way, financial or otherwise.

7. Taxes. Grantor acknowledges that a portion of the purchase price delivered by Grantee to Grantor is for and in consideration of the continuing obligation of Grantor to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method (the "Taxes") attributable to the Property, this Agreement and the Easements. Without limiting the foregoing, and except to the extent Taxes are the obligation of tenants under the Existing Agreements, Grantor shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from Grantee, Grantor shall furnish to Grantee a copy of each bill for any such Taxes and evidence of Grantor's payment of such bill. In the event that Grantor fails to pay any Taxes when due, Grantee shall have the right, but not the obligation, to pay such Taxes on behalf of Grantor. Grantor shall reimburse Grantee for the full amount of such Taxes paid by Grantee on Grantor's behalf within five (5) business days of Grantor's receipt of an invoice from Grantee.

8. Property Maintenance and Access. Grantor agrees to maintain the Property. Without limiting the foregoing, except to the extent maintenance is the obligation of tenants under the Existing Agreements, Grantor shall be solely responsible for the maintenance of the building and any other portion of the Property. Grantor agrees to provide Grantee and its Customers access to and from the Easements and all other space in the building and Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

9. Representations; Other Covenants of Grantor. Grantor represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Grantee, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date; (c) Grantor will comply with all governmental laws, rules and regulations applicable to the Property; (d) Grantor has delivered to Grantee true, correct and complete copies of the Existing Agreements, and, to Grantor's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) Grantor has no past or current claims for utilities, taxes or other charges against tenants under the Existing Agreements; (g) Grantor hereby waives all claims against said tenants and Grantee for reimbursement of any future charges or expenses paid by Grantor on behalf of Grantee or said tenants unless Grantor forwards evidence of the charge or expense and payment thereof for reimbursement within three (3) months of the date incurred (h) as of the Effective Date, Grantor shall not, without the prior written consent of Grantee, amend or modify the Existing Agreements in any respect or exercise any rights granted by Grantor to Grantee under this Agreement, including, without limitation, any and all rights and remedies of Grantor under the Existing Agreements; (i) notwithstanding anything to the contrary in this Agreement, Grantor shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership and operation of the Property; and (j) Grantor shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Grantor, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of Grantee and/or any Customers.

10. Environmental Covenants and Indemnity. Grantor represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Grantor nor Grantee will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Grantor or, to Grantor's knowledge, by any prior owner or user of the Property. Grantor and Grantee shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

11. General Indemnity. In addition to the Environmental Indemnity set forth above, Grantor and Grantee shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

12. Assignment; Secured Parties. Grantee has the unrestricted right to assign, mortgage or grant a security interest in all of Grantee's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Grantor agrees to notify Grantee and Secured Parties (provided Grantee has given Grantor notice and contact information of Secured Parties) simultaneously of any default by Grantee and

give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Grantor will notify Secured Parties (provided Grantee has given Grantor notice and contact information of Secured Parties) promptly and Grantor shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Grantee's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Grantee accruing prior to the date that such Secured Party succeeds to such interest. Grantor will enter into modifications of this Agreement reasonably requested by any Secured Party. Grantor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

13. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

14. Additional Customers. It is the intent of the Parties to encourage the addition of Customers to the Property throughout and after the term hereof. Grantor hereby irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power of substitution and resubstituting to negotiate and consummate leases, licenses and/or other agreements of use with Customers having a duration beyond the term of this Agreement. Grantor ratifies and acknowledges the right of Grantee to enter into such agreements, and the Property and Grantor will be bound by such agreements throughout and after the termination of this Agreement for any reason. Grantor acknowledges that all such agreements entered into by Grantee shall survive the termination of this Agreement for any reason. Grantor agrees that it shall not, directly or indirectly, divert or solicit the business of any of Grantee's Customers on behalf of itself or on behalf of any third party. Grantee shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Grantor for wireless communication purposes such as described in Section 1 above. Grantor shall, prior to granting or transferring such interest, notify Grantee with a copy of the offer including the price and terms thereof. The foregoing is a continuing right in favor of Grantee and shall not be extinguished by Grantee's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Grantor shall immediately notify Grantee in writing of such grant or transfer, with the name and address of the purchaser.

15. Condemnation. In the event of any condemnation of the Easements in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which Grantee may be legally entitled. Grantor hereby assigns to Grantee any such claims and agrees that any claims made by Grantor will not reduce the claims made by Grantee.

16. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and/or assigns as their interests may appear.

17. Dispute Resolution.

- (a) If Grantee fails to perform any of its obligations under this Agreement, Grantor agrees to notify Grantee and any Secured Parties, provided Grantee has given Grantor notice and contact information of Secured Parties, in writing of any default by Grantee, and to give Grantee and/or any Secured Parties the right to cure any default

within a period of not less than sixty (60) days from Grantee's receipt of the written default notice. If Grantee or any Secured Parties shall fail to cure any default in accordance with this Section, Grantor agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Grantor may be compensated is limited to the actual damages of Grantor and Grantee's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Grantee or its Customers, Grantee shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 17(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (i) upon a party's written notice of dispute to the other party, an authorized representative of the Grantor and Grantee shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (ii) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. Each party shall pay one-half of all arbitrator's professional fees and the prevailing party, in any proceedings under this Section 17, shall be entitled to recover all costs incurred in connection therewith, including legal fees.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Grantor and Grantee set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

19. Survey. Grantee may, at Grantee's expense, to cause a boundary, as built or similar survey of all or any portion of the Easement Areas (the "Survey") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that upon written notice from Grantee to Grantor, Grantee may elect, in Grantee's sole and absolute discretion, to replace Exhibit "B-1" and Exhibit "B-2" with a revised Exhibit "B-1" and Exhibit "B-2" depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee's election.

20. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Grantor and Grantee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable here from and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Grantee, Grantor shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Grantee for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Grantor acknowledges that Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW]

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**APN: APN: 340218-1-003-0003**

County of Skagit, State of Washington

The Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 18, Township 34 North, Range 2 East, W.M

EXCEPT a portion of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 18, Township 34 North, Range 2 East, W.M.  
being more particularly described as follows:

Beginning at the Southwest corner of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 18; thence North  $00^{\circ}58'17''$  West along the West line of said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , a distance of 389.17 feet to the true point of beginning; thence continuing North  $0^{\circ}58'17''$  West, 208.00 feet; thence North  $89^{\circ}01'43''$  East, a distance of 104.00 feet; thence South  $0^{\circ}58'17''$  East, a distance of 208.00 feet; thence South  $89^{\circ}01'43''$  West, a distance of 104.00 feet to the true point of the beginning

**EXHIBIT B-1**

**COMMUNICATION EASEMENT**

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Grantor under the Existing Agreements, and the portion of the Property described as follows:

**See Lease in Exhibit C**

Grantor herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

**Agreed and Approved:**

**Grantor:**

*Jeanette M. Portis*

By: Jeanette M. Portis

Name: \_\_\_\_\_

Title: Grantor

Date: 3-1-22, 2022

**Grantee:**

Grantee

*Jeanette M. Portis*

By: Jeanette M. Portis

Name: \_\_\_\_\_

Title: Grantee

Date: 3-1-22, 2022

**EXHIBIT B-1**

**COMMUNICATION EASEMENT**

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Grantor under the Existing Agreements, and the portion of the Property described as follows:

See Lease in Exhibit C

Grantor herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

**Agreed and Approved:**

**Grantor:**



By: Kenny L Fortis

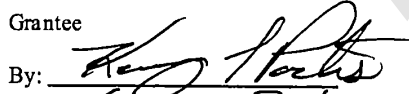
Name: \_\_\_\_\_

Title: Grantor

Date: 3/1/22, 2022

**Grantee:**

Grantee



By: Kenny L Fortis

Name: Kenny L Fortis

Title: Grantee

Date: 3/1/22, 2022



**EXHIBIT B-1**

**COMMUNICATION EASEMENT**

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See Lease in Exhibit C

Grantor herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

**Agreed and Approved:**

**Grantor:**

Marvin D. Portis

By: \_\_\_\_\_  
Name: Marvin D. Portis  
Title: Grantor  
Date: 3-1, 2022

**Grantee:**

Grantee

By: Marvin D. Portis  
Name: Marvin D. Portis  
Title: Grantee  
Date: 3-1, 2022

**EXHIBIT B-2**

**ACCESS AND UTILITY EASEMENTS**

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Grantor under the Existing Agreements for access and utility providers, and including the following:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to \_\_\_\_\_ (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said easement being more fully described as follows:

**Access Easement:**

**See Lease in Exhibit C**

**Utility Easement:**

**See Lease in Exhibit C**

Grantor herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

**Agreed and Approved:**

**Grantor:**

Jeanette M. Portis

By: \_\_\_\_\_

Name: Jeanette M. Portis

Title: Grantor

Date: 3-1-22, 2022

**Grantee:**

Jeanette M. Portis

Name: Jeanette M. Portis

Title: Grantee

Date: \_\_\_\_\_, 2022

3-1-22

**EXHIBIT B-2**

**ACCESS AND UTILITY EASEMENTS**

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Grantor under the Existing Agreements for access and utility providers, and including the following:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to \_\_\_\_\_ (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said easement being more fully described as follows:

**Access Easement:**

See Lease in Exhibit C

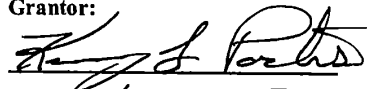
**Utility Easement:**

See Lease in Exhibit C

Grantor herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

**Agreed and Approved:**

**Grantor:**



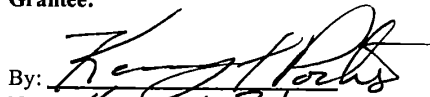
By: Kenny L Forti's

Name: \_\_\_\_\_

Title: Grantor

Date: 3/1/22, 2022

**Grantee:**

By: 

Name: Kenny L Forti's

Title: Grantee

Date: \_\_\_\_\_, 2022  
3/1/22

**EXHIBIT B-2**

**ACCESS AND UTILITY EASEMENTS**

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Grantor under the Existing Agreements for access and utility providers, and including the following:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to \_\_\_\_\_ (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said easement being more fully described as follows:

**Access Easement:**

See Lease in Exhibit C

**Utility Easement:**

See Lease in Exhibit C

Grantor herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

**Agreed and Approved:**

**Grantor:**

Marvin D Portis

By: \_\_\_\_\_  
Name: Marvin D Portis  
Title: Grantor  
Date: 3 - 1, 2022

**Grantee:**

By: Marvin D Portis  
Name: Marvin D Portis  
Title: Grantee  
Date: 3 - 1, 2022

EXHIBIT C

EXISTING AGREEMENTS

Grantor assigns and transfers to Grantee, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Grantor under any Existing Agreements, including, without limitation, the following:

LL INSERT LEASES

Grantor hereby authorizes Grantee to replace this Exhibit C if information becomes available to Grantee which more accurately describe the agreement(s) listed above, and upon delivery to Grantor, such revised Exhibit C shall be deemed to be the final agreement between the Parties with respect to this Exhibit.

**Read, Agreed and Approved:**

**Grantor:**

Jeanette M. Partis

By: \_\_\_\_\_  
Name: Jeanette M. Partis  
Title: Grantor  
Date: 3-1-22, 2022

**Grantee:**

Grantee

By: Jeanette M. Partis  
Name: Jeanette M. Partis  
Title: Grantee  
Date: \_\_\_\_\_, 2022  
3-1-22

**EXHIBIT C**

**EXISTING AGREEMENTS**

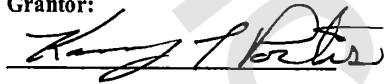
Grantor assigns and transfers to Grantee, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Grantor under any Existing Agreements, including, without limitation, the following:

LL INSERT LEASES

Grantor hereby authorizes Grantee to replace this Exhibit C if information becomes available to Grantee which more accurately describe the agreement(s) listed above, and upon delivery to Grantor, such revised Exhibit C shall be deemed to be the final agreement between the Parties with respect to this Exhibit.

**Read, Agreed and Approved:**

**Grantor:**



By: Kenny L Fortis.

Name: \_\_\_\_\_

Title: Grantor.

Date: 3/1/22, 2022

**Grantee:**

Grantee 

By: \_\_\_\_\_

Name: Kenny L Fortis.

Title: Grantee

Date: 3/1/22, 2022

**EXHIBIT C**

**EXISTING AGREEMENTS**

Grantor assigns and transfers to Grantee, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Grantor under any Existing Agreements, including, without limitation, the following:

LL INSERT LEASES

Grantor hereby authorizes Grantee to replace this Exhibit C if information becomes available to Grantee which more accurately describe the agreement(s) listed above, and upon delivery to Grantor, such revised Exhibit C shall be deemed to be the final agreement between the Parties with respect to this Exhibit.

**Read, Agreed and Approved:**

**Grantor:**

Marvin D Portis

By: \_\_\_\_\_  
Name: Marvin D Portis  
Title: Grantor  
Date: 3-1, 2022

**Grantee:**

Grantee

By: Marvin D Portis  
Name: Marvin D Portis  
Title: Grantee  
Date: 3-1, 2022

## LAND LEASE AGREEMENT

This Agreement, made this 2<sup>nd</sup> day of JUNE, 2014, between Marvin D. Portis and Jeanette M. Portis, husband and wife, as to an undivided 1/2 interest, and Kenny L. Portis, as his separate estate, as to an undivided 1/2 interest, with their principal address ~~located at 7399 Remington Lane, Anacortes, WA 98221, hereinafter designated LESSOR and Seattle~~ SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 7004 Sunrise Estate Drive, Anacortes, Skagit County, Washington, and being described as a 20' by 40' parcel containing 800 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twelve (12') foot wide right-of-way extending from the nearest public right-of-way, Sunrise Estate Drive, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. 20 x 40

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \$12,000.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge

need  
start  
date



and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to \$13,200.00; the annual rental for the second (2nd) five (5) year extension term shall be increased to \$14,520.00; the annual rental for the third (3rd) five (5) year extension term

shall be increased to \$15,972.00; and the annual rental for the fourth (4th) five (5) year extension term shall be increased to \$17,569.20.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable

construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

*State Farm*  
b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-

rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. ~~In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.~~

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR

further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

~~20. INTEGRATION. It is agreed and understood that this Agreement contains all~~ agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Marvin D. Portis and Jeanette M. Portis, husband and wife  
and Kenny L. Portis  
7399 Remington Lane  
Anacortes, WA 98221  
Telephone: (360) 941-1738

LESSEE: Seattle SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

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Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum

of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

~~a. In the event there is a breach by LESSEE with respect to any of the~~  
provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand



the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

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29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning

authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:** Marvin D. Portis and Jeanette M. Portis, husband and wife,  
as to an undivided 1/2 interest, and Kenny L. Portis, as his separate estate,  
as to an undivided 1/2 interest

By: Marvin D. Portis  
Name: Marvin D. Portis  
Date: 1-10-14

By: Jeanette M. Portis  
Name: Jeanette M. Portis  
Date: 1-10-14

By: Kenny L. Portis  
Name: Kenny L. Portis  
Date: 1-10-14

**LESSEE:** Seattle SMSA Limited Partnership d/b/a Verizon Wireless  
By: Cellco Partnership, its general partner

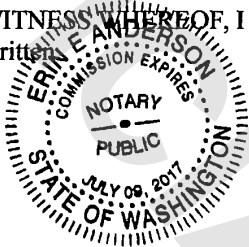
By: Brian Mecum  
Name: Brian Mecum  
Title: Area Vice President Network  
Date: 6/2/14

LESSOR ACKNOWLEDGMENT

STATE OF WA )  
 ) ss.  
COUNTY OF Skagit )

On this 10 day of January, 2014, before me, a Notary Public in and for the State of Washington, personally appeared Marvin D. Portis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His/Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



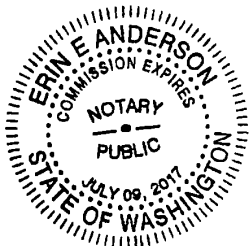
[Signature]

NOTARY PUBLIC in and for the State of WA,  
residing at Anacortes, WA  
My appointment expires July 09, 2017  
Print Name Erin E. Anderson

STATE OF WA )  
 ) ss.  
COUNTY OF Skagit )

On this 10 day of January, 2014, before me, a Notary Public in and for the State of Washington, personally appeared Jeanette M. Portis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]

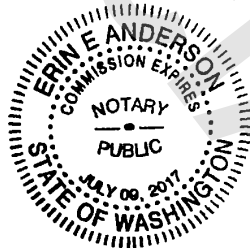
NOTARY PUBLIC in and for the State of WA,  
residing at Anacortes, WA  
My appointment expires July 09, 2017  
Print Name Erin E. Anderson

**LESSOR ACKNOWLEDGMENT**

STATE OF WA )  
 ) ss.  
COUNTY OF Skagit )

On this 10 day of January, 2014, before me, a Notary Public in and for the State of WASHINGTON, personally appeared Kenny L. Portis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His/Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



*[Handwritten Signature]*

NOTARY PUBLIC in and for the State of WA,  
residing at Anacortes, WA  
My appointment expires July 09, 2017  
Print Name Erin E. Anderson

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On JUNE 2, 2014 before me, SUSANA BARRUETO, Notary Public, personally appeared Brian Mecum, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susana Barreto  
Signature of Notary Public



Place Notary Seal Above

**EXHIBIT "A" (Page 1 of 2)**  
**LEGAL DESCRIPTION**

County of Skagit, State of Washington:

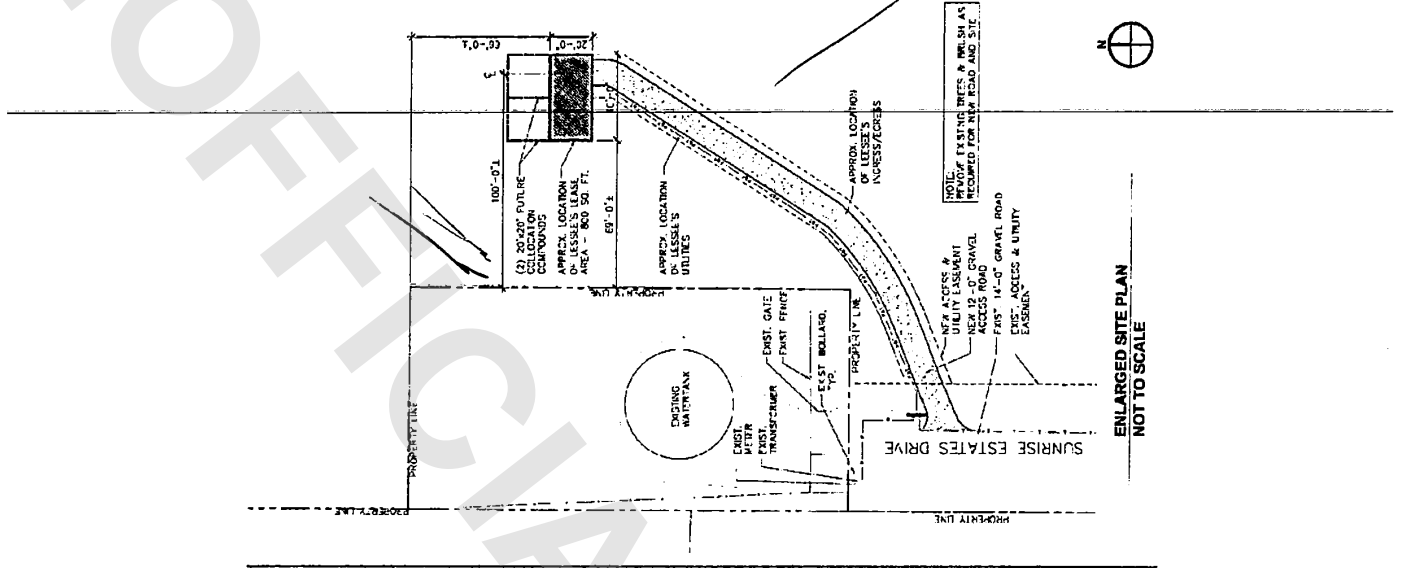
The Southeast ¼ of the Northeast ¼ of Section 18, Township 34 North, Range 2 East, W.M..

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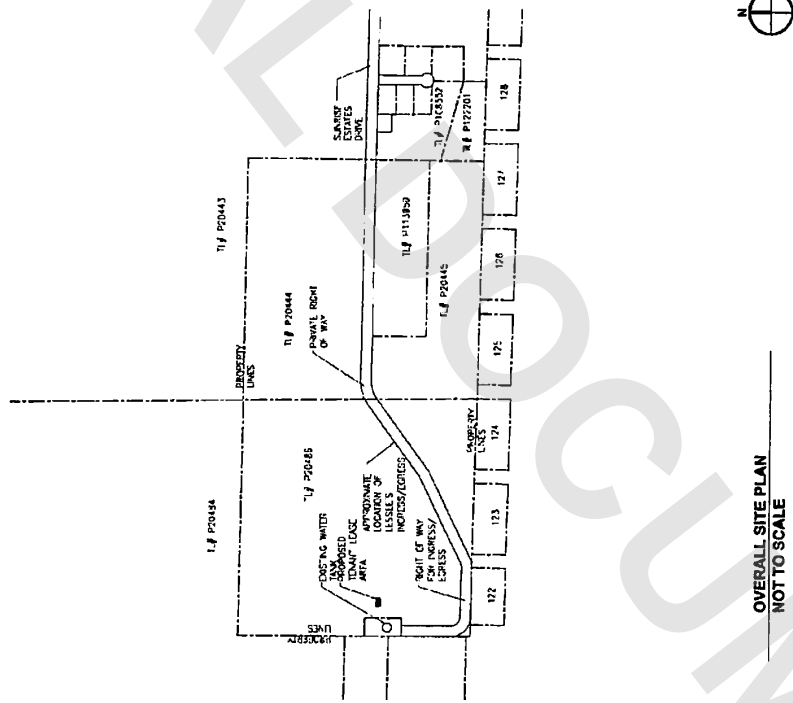
EXCEPT a portion of the Southeast ¼ of the Northeast ¼ of Section 18, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

Beginning at the Southwest corner of the Southeast ¼ of the Northeast ¼ of said Section 18; thence North 00°58'17" West along the West line of said Southeast ¼ of the Northeast ¼, a distance of 389.17 feet to the true point of beginning; thence continuing North 0°58'17" West, 208.00 feet; thence North 89°01'43" East, a distance of 104.00 feet; thence South 0°58'17" East, a distance of 208.00 feet; thence South 89°01'43" West, a distance of 104.00 feet to the true point of beginning.

**EXHIBIT "A" (Page 2 of 2)**  
**DESCRIPTION OF PREMISES**



ENLARGED SITE PLAN  
NOT TO SCALE



OVERALL SITE PLAN  
NOT TO SCALE



Site Name: WA1 DEWEY

FIRST AMENDMENT TO LAND LEASE AGREEMENT

This FIRST AMENDMENT TO LAND LEASE AGREEMENT ("Amendment") is made this day of 8-1-15, 2015 (the "Effective Date"), by and between Marvin D.

Portis and Jeanette M. Portis, husband and wife, and Kenny L. Portis, as his separate estate ("Lessor") and Seattle SMSA Limited Partnership d/b/a Verizon Wireless ("Lessee").

RECITALS

A. This Amendment pertains to that certain Land Lease Agreement dated June 2, 2014, together with all exhibits, amendments and addenda thereto (collectively, the "Agreement") for the lease of property ("Property") located at 7004 Sunrise Estate Drive, Anacortes, Skagit County, Washington, as legally described as set forth on Exhibit "A" attached hereto and made a part hereof.

B. The parties desire to restate, ratify and affirm the Agreement and amend the Commencement Date.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.
2. Commencement Date. The Agreement is hereby amended to delete the Commencement Date. Section 3(a) of the Agreement is hereby amended to provide as follows:

In consideration of the sum of \$2,000.00, to be paid by Lessee to the Lessor, the Lessor hereby grants to Lessee the right and option to lease said Premises for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by Lessee within forty five (45) days of execution of this Amendment.

Following the mutual execution of this Amendment, this option may be exercised at any time on or prior to December 31, 2015. If the option has not been so exercised, it shall be automatically extended for three (3) additional periods of twelve (12) months, unless Lessee gives written notice to the Lessor of the intent not to extend prior to the end of the then-current option period. If the option is extended, Lessee shall make an additional payment of \$1,000.00 for each additional twelve (12) month period to Lessor within thirty (30) days of the option being extended. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option periods, or during the term of the lease, if the option is exercised, the Lessor decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify Lessee in writing so that Lessee can take steps necessary to protect Lessee's interest in the Premises.

Lessor shall cooperate with Lessee in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit Lessee use of the Premises. Lessor shall take no action which would adversely affect the status of the Property with respect to the proposed use by Lessee.

~~The Lessor shall permit Lessee, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as Lessee may deem necessary, at the sole cost of Lessee.~~

Notice of the exercise of the option shall be given by Lessee to the Lessor in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect.

The Agreement shall commence on the first day of the month in which notice of exercise of the option, as set forth above, is effective.

3. Full Force and Effect. Except as expressly amended herein the Agreement is unmodified and remains in full force and effect. The Parties hereby acknowledge, restate, ratify and reaffirm their intention to be bound by the terms and conditions of the Agreement, as amended by this Amendment. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

Lessor: Marvin D. Portis and Jeanette M. Portis, husband and wife,  
and Kenny L. Portis, as his separate estate

By: Marvin D. Portis  
Name: Marvin D. Portis  
Date: 8-1-15

By: Jeanette M. Portis  
Name: Jeanette M. Portis  
Date: Jeanette M. Portis 8-1-15

By: Kenny L. Portis  
Name: Kenny L. Portis  
Date: 8/1/2015

Lessee: Seattle SMSA Limited Partnership d/b/a Verizon Wireless  
By Cellco Partnership, its General Partner

By: James A. Wales  
James A. Wales  
Executive Director – Network

Date: 10/30/15

---

UNOFFICIAL DOCUMENT

LESSOR ACKNOWLEDGMENT

STATE OF Washington )  
 ) ss.  
COUNTY OF Skagit )

On this 1 day of August, 2015, before me, a Notary Public in and for the State of Washington, personally appeared Marvin D. Portis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

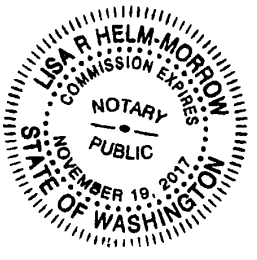


Lisa R. Helm-Morrow  
NOTARY PUBLIC in and for the State of WA,  
residing at Anacortes, WA  
My appointment expires Nov. 19, 2017  
Print Name Lisa R. Helm-Morrow

STATE OF Washington )  
 ) ss.  
COUNTY OF Skagit )

On this 1 day of August, 2015, before me, a Notary Public in and for the State of Washington, personally appeared Jeanette M. Portis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

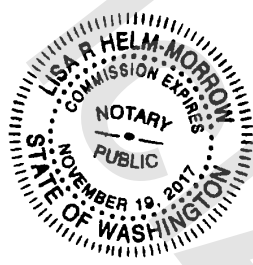


Lisa R. Helm-Morrow  
NOTARY PUBLIC in and for the State of WA,  
residing at Anacortes, WA  
My appointment expires Nov. 19, 2017  
Print Name Lisa R. Helm-Morrow

STATE OF Washington )  
 ) ss.  
COUNTY OF Skagit )

On this 1 day of August, 2015, before me, a Notary Public in and for the State of Washington, personally appeared Kenny L. Portis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Lisa R. Helm-Morrow  
NOTARY PUBLIC in and for the State of WA,  
residing at Anacortes, WA  
My appointment expires Nov. 19, 2017  
Print Name Lisa R. Helm-Morrow

LESSEE ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 30 day of October, 2015, before me, a Notary Public in and for the State of Washington, personally appeared James A. Wales, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Executive Director - Network of Seattle SMSA Limited Partnership d/b/a Verizon Wireless, By Cellco Partnership, its General Partner, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



*[Handwritten Signature]*

NOTARY PUBLIC in and for the State of WA,  
residing at \_\_\_\_\_ King County  
My appointment expires \_\_\_\_\_ March 29, 2019  
Print Name \_\_\_\_\_ Lelah Vaga

**EXHIBIT "A"**  
LEGAL DESCRIPTION

County of Skagit, State of Washington:

The Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 18, Township 34 North, Range 2 East, W.M..

---

EXCEPT a portion of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 18, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

Beginning at the Southwest corner of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 18; thence North  $00^{\circ}58'17''$  West along the West line of said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , a distance of 389.17 feet to the true point of beginning; thence continuing North  $0^{\circ}58'17''$  West, 208.00 feet; thence North  $89^{\circ}01'43''$  East, a distance of 104.00 feet; thence South  $0^{\circ}58'17''$  East, a distance of 208.00 feet; thence South  $89^{\circ}01'43''$  West, a distance of 104.00 feet to the true point of beginning.

FILED FOR RECORD AT REQUEST OF  
AND WHEN RECORDED RETURN TO:

Davis Wright Tremaine LLP

Attn: Corinne Eng

777 108<sup>th</sup> Avenue NE, Suite 2300

Bellevue, WA 98004-5149

---

Space above this line is for Recorder's use.

**Memorandum of Land Lease Agreement**

Grantor: Marvin D. Portis and Jeanette M. Portis, husband and wife,  
as to an undivided 1/2 interest, and Kenny L. Portis, as his  
separate estate, as to an undivided 1/2 interest

Grantee: Seattle SMSA Limited Partnership d/b/a Verizon Wireless

Legal Description: Section 18, Township 34 North, Range 2 East;  
Ptn. of SE of NE  
County of Skagit, State of Washington  
**Official legal description as Exhibit A**

Assessor's Tax Parcel ID#: P20486  
XrefID: 340218-1-003-003  
Reference # (if applicable):



MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT evidences that a Land Lease Agreement ("Agreement") was entered into as of January 10, 2014, by and between Marvin D. Portis and Jeanette M. Portis, husband and wife, as to an undivided 1/2 interest, and Kenny L. Portis, as his separate estate, as to an undivided 1/2 interest ("Lessor"), and Seattle SMSA Limited Partnership d/b/a Verizon Wireless ("Lessee"), for certain real property located at 7004 Sunrise Estate Drive, Anacortes, in the County of Skagit, State of Washington, within the property of Lessor which is described in Exhibit "A" attached hereto ("Legal Description"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Agreement, which term is subject to Lessee's rights to extend the term of the Agreement as provided in the Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Land Lease Agreement as of the day and year last below written.

LESSOR: Marvin D. Portis and Jeanette M. Portis, husband and wife, as to an undivided 1/2 interest, and Kenny L. Portis, as his separate estate, as to an undivided 1/2 interest

By: Marvin D Portis By: Jeanette M Portis  
Name: Marvin D. Portis Name: Jeanette M. Portis  
Date: 1-10-14 Date: 1-10-14

By: Kenny L Portis  
Name: Kenny L. Portis  
Date: 1-10-14

LESSEE: Seattle SMSA Limited Partnership d/b/a Verizon Wireless  
By: Cellco Partnership, its general partner

By: Brian Mecum  
Brian Mecum  
Area Vice President Network  
Date: 6/2/14

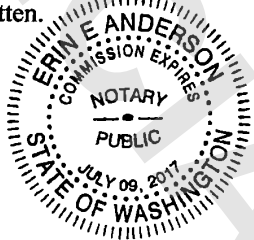
Exhibit A – Legal Description

**LESSOR ACKNOWLEDGEMENT**

STATE OF WA )  
 ) ss.  
COUNTY OF SKAGIT )

On this 10th day of January, 2014, before me, a Notary Public in and for the State of WASHINGTON, personally appeared Marvin D. Portis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His/Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

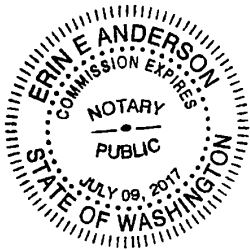


[Signature]  
NOTARY PUBLIC in and for the State of WA,  
residing at Anacortes, WA  
My appointment expires July 09, 2017  
Print Name Erin E. Anderson

STATE OF WA )  
 ) ss.  
COUNTY OF SKAGIT )

On this 10th day of January, 2014, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared Jeanette M. Portis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



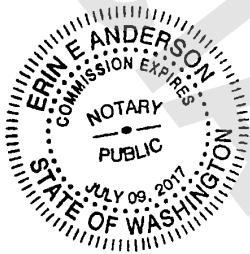
[Signature]  
NOTARY PUBLIC in and for the State of WA,  
residing at Anacortes, WA  
My appointment expires July 09, 2017  
Print Name Erin E. Anderson

**LESSOR ACKNOWLEDGMENT**

STATE OF WA )  
 ) ss.  
COUNTY OF SKAGIT )

On this 10th day of January, 2014, before me, a Notary Public in and for the State of WASHINGTON, personally appeared Kenny L. Portis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His/Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]

NOTARY PUBLIC in and for the State of WA,  
residing at Anacortes, WA  
My appointment expires July 09 2017  
Print Name Erin E. Anderson

**LESSEE ACKNOWLEDGMENT**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California )  
 ) ss.  
County of Orange )

On JUNE 2, 2014 before me, SUSANA BARRUETO, Notary Public,  
personally appeared Brian Mecum  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to  
the within instrument and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Susana Barrueto  
Signature of Notary Public



*Place Notary Seal Above*

**EXHIBIT A**  
LEGAL DESCRIPTION

County of Skagit, State of Washington:

---

The Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 18, Township 34 North, Range 2 East, W.M..

EXCEPT a portion of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 18, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

Beginning at the Southwest corner of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 18; thence North  $00^{\circ}58'17''$  West along the West line of said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , a distance of 389.17 feet to the true point of beginning; thence continuing North  $0^{\circ}58'17''$  West, 208.00 feet; thence North  $89^{\circ}01'43''$  East, a distance of 104.00 feet; thence South  $0^{\circ}58'17''$  East, a distance of 208.00 feet; thence South  $89^{\circ}01'43''$  West, a distance of 104.00 feet to the true point of beginning.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

"GRANTOR":

Print Name: \_\_\_\_\_

Jeanette M. Portis

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Jeanette M. Portis  
Title: Grantor

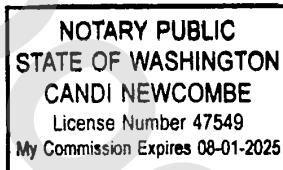
Address: 7377 Remington Ln.  
City: AINACORTES  
State: Wn.  
Zip: 98221  
Tel: 360 293 7414  
Fax: \_\_\_\_\_

STATE OF Washington  
COUNTY OF Skagit) ss.

On the 1st day of March in the year of 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Marvin D. Portis and Jeanette M. Portis husband and wife and Kenny L. Portis as his separate estate Grantee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Candi Newcombe  
My Commission Expires: Aug 1, 2025  
Commission Number: 47549



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

"GRANTOR":

Kenny L. Portis

By: Kenny L. Portis.

Print Name: \_\_\_\_\_

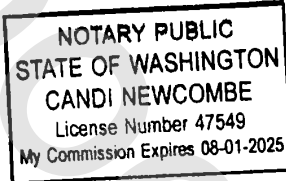
Title: Grantor.

Address: 7399 Remington LN  
City: Anacortes  
State: WA  
Zip: 98221  
Tel: 360-941-1738  
Fax: \_\_\_\_\_

STATE OF Washington ) ss.  
COUNTY OF Skegnet

On the 1st day of March in the year of 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Marvin D. Portis and Jeanette M. Portis husband and wife and Kenny L. Portis as his separate estate Grantee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal  
Signature: Candi Newcombe  
My Commission Expires: 08-01-2025  
Commission Number: 47549



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

"GRANTOR":

*Marvin D Portis*

Print Name: \_\_\_\_\_

a \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Marvia D Portis

Title: Grantor

Address: 7377 Remington Ln

City: ANACOSTES

State: Wash.

Zip: 99221

Tel: 360-293-7414

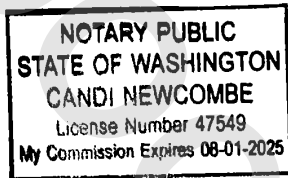
Fax: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the 1st day of March in the year of 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Marvin D. Portis and Jeanette M. Portis husband and wife and Kenny L. Portis as his separate estate Grantee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Candi Newcombe*  
My Commission Expires: 08/01/2025  
Commission Number: 47549





IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

GRANTEE

By: Marvin D Portis  
Name: MARVIN D PORTIS  
Title: GRANTEE

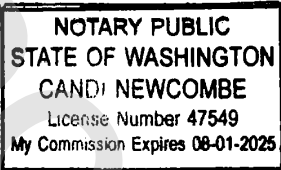
Address: 7399 Remington Ln  
City: ANACORTES  
State: WASH.  
Zip: 98001  
Tel: 360-293-7414  
Fax:

STATE OF Washington ) ss.  
COUNTY OF Skagit

On the 1st day of March in the year of 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Marvin D. Portis and Jeanette M. Portis husband and wife and Kenny L. Portis as his separate estate Grantee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Candi Newcombe  
My Commission Expires: 08-01-2025  
Commission Number: 40549



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

GRANTEE

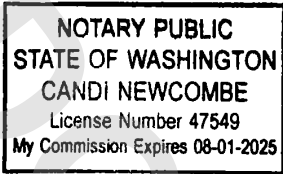
By: *Kenny L. Portis*  
Name: Kenny L. Portis.  
Title: Grantee  
Address: 7399 Remington LN.  
City: Ancortes ~~WA~~ OR  
State: WA  
Zip: 98221  
Tel: \_\_\_\_\_  
Fax: 360-941-1738

STATE OF Washington  
COUNTY OF Skagit ) ss.

On the 1st day of March in the year of 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Marvin D. Portis and Jeanette M. Portis husband and wife and Kenny L. Portis as his separate estate Grantee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Candi Newcombe*  
My Commission Expires: 08-01-2025  
Commission Number: 47549



UNOFFICIAL DOCUMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

GRANTEE

By: Jeanette M. Portis  
Name: JEANETTE M. PORTIS  
Title: Grantee

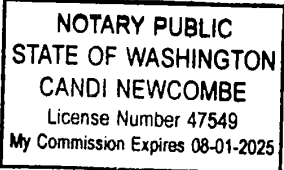
Address: 7377 Remington Ln.  
City: ANACORTES  
State: Wn.  
Zip: 98221  
Tel: \_\_\_\_\_  
Fax: 360-293-7419

STATE OF Washington ) ss.  
COUNTY OF Skagit

On the 1st day of March in the year of 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Marvin D. Portis and Jeanette M. Portis husband and wife and Kenny L. Portis as his separate estate Grantee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he she executed the same in his her authorized capacity, and that by his her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Candi Newcombe  
My Commission Expires: 4/14/2025  
Commission Number: 47549



UNOFFICIAL DOCUMENT